IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

MARSHALL P. CLINE and MARY ELAINE CLINE,	§	
Plaintiffs,	§	
vs.	§	**Civil Action No. 3:14-cv-01565-D**
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2003-1, ITS SUCCESSORS AND ASSIGNS,	§	
Defendant.	§	

APPENDIX IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

Pursuant to Federal Rule of Civil Procedure 56 and Northern District of Texas LR 56.6, Defendant Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2003-1, its Successors and Assigns ("Defendant" or "Deutsche Bank") hereby files this Appendix containing the evidence Defendant relies on in support of its Motion for Summary Judgment, which is organized as follows and numbered consecutively in accordance with Northern District LR 56.6:

Exhibit A: A true and correct copy of the Declaration of Diane Weinberger and its exhibits 1-35 is attached hereto and incorporated by reference as Exhibits A-1 through A-35 (App. 005).

Exhibit A-1: Note (App. 012);

Exhibit A-2: Security Instrument (App. 018);

Exhibit A-3: Assignment of Lien(App. 030);

Exhibit A-4: Affidavit of Facts from the Secretary of WaMu (App. 033);

Exhibit A-5: Loan Modification Agreement (App. 061);

Exhibit A-6: Affidavit of the Federal Deposit Insurance Corporation (App. 069);

Exhibit A-7: November 5, 2008 Notice of Intent to Accelerate and Demand for Payment (App. 073);

Exhibit A-8: August 5, 2009 Notice of Intent to Accelerate and Demand for Payment (App. 076);

Exhibit A-9: August 5, 2009 letter from WaMu's Homeowner's Assistance Department (App. 081);

Exhibit A-10: August 15, 2009 letter (with the proposed Trial Plan Agreement enclosed) from WaMu's Loss Mitigation Department (App. 084);

Exhibit A-11: Trial Plan Agreement (App. 087);

Exhibit A-12: Loan payment histories that SPS received from the prior servicers (WaMu and Chase) (App. 089);

Exhibit A-13: SPS's Payment History Report for the Loan (App. 127);

Exhibit A-14: October 9, 2009 letter from Chase's Homeowner's Assistance Department (App. 131);

Exhibit A-15: October 23, 2009 letter from Chase's Homeowner's Assistance Department (App. 135);

Exhibit A-16: November 6, 2009 letter from Chase's Homeowner's Assistance Department (App. 139);

Exhibit A-17: November 25, 2009 letter from Chase's Homeowner's Assistance Department (App. 142);

Exhibit A-18: December 2009 facsimile that Chase received from the Clines (App. 146);

Exhibit A-19: January 10, 2010 facsimile that Chase received from the Clines (App. 148);

Exhibit A-20: February 18, 2010 letter from Chase's Homeowner's Assistance Department (App. 150);

Exhibit A-21: June 17, 2010 letter from Chase's Homeowner's Assistance Department (App. 154);

Exhibit A-22: July 15, 2010 letter from Chase's Homeowner's Assistance Department (App. 157);

Exhibit A-23: July 30, 2010 facsimile that Chase received from the Clines (App. 160);

Exhibit A-24: August 25, 2010 letter from Chase's Homeowner's Assistance Department (App. 162);

Exhibit A-25: September 30, 2010 letter from Chase's Homeowner's Assistance Department (App. 166);

Exhibit A-26: October 11, 2010 facsimile that Chase received from the Clines (App. 169);

Exhibit A-27: November 19, 2010 letter from Chase's Homeowner's Assistance Department (App. 171);

Exhibit A-28: January 7, 2011 letter from Chase's Collections Department (App. 176);

Exhibit A-29: August 26, 2011 Notice of Acceleration from Codilis (App. 183);

Exhibit A-30: October 24, 2011 payoff quote and reinstatement quote (App. 188);

Exhibit A-31: December 30, 2011 reinstatement quote (App. 195);

Exhibit A-32: January 5, 2012 reinstatement quote (App. 199);

Exhibit A-33: November 14, 2012 reinstatement quote (App. 202);

Exhibit A-34: January 17, 2013 reinstatement quote (App. 205);

Exhibit A-35: Letter evidencing transfer of servicing from Chase to SPS effective May 1, 2013 (App. 208);

Exhibit B: True and correct certified copies of documents relating to the subject Property, which are filed of record in the Official Public Records of Dallas County, Texas, are attached hereto and incorporated by reference as Exhibits B-1 through B-3.[1]

Exhibit B-1: *Warranty Deed* (App. 212);

Exhibit B-2: *Security Instrument* (App. 216);

Exhibit B-3: *Assignment of Lien* (App. 228);

Exhibit C: True and correct copies of the *Plaintiffs' Responses to Defendant's First Set of Interrogatories to Plaintiffs* are attached hereto and incorporated by reference as Exhibit C (App. 231).

Exhibit D: Excerpts from the transcript of the oral deposition of Marshall P. Cline taken on January 28, 2015 are attached hereto and incorporated by reference as Exhibit D (App. 243).

[1] Defendant requests that the Court take judicial notice of these public records pursuant to FED. R. EVID. 201.

Respectfully submitted,

/s/ Kurt M. Wolber

Thomas G. Yoxall
State Bar No. 00785304
Email: tyoxall@lockelord.com
Arthur E. Anthony
Texas State Bar No. 24001661
aanthony@lockelord.com
Kurt M. Wolber
State Bar No. 24066303
Email: kwolber@lockelord.com
LOCKE LORD LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201-6776
Telephone: (214) 740-8000
Facsimile: (214) 740-8800

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served upon the following ***via the CM/ECF system and/or facsimile and/or certified mail, return receipt requested and/or electronic mail*** pursuant to the Federal Rules of Civil Procedure on this 16th day of February, 2015:

Joyce W. Lindauer
State Bar No. 21555700
8140 Walnut Hill Lane, Suite 301
Dallas, Texas 75231
(972) 503-4033 (Telephone)
(972) 503-4034 (Facsimile)
Counsel for Plaintiffs

/s/ Kurt M. Wolber
Counsel for Defendant

EXHIBIT A

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Defendant.	§	

DECLARATION OF DIANE WEINBERGER

I, DIANE WEINBERGER, declare the following:

1. I am over 21 years of age and suffer from no legal disability. I am a Director with Select Portfolio Servicing, Inc. ("SPS"). As such, I am authorized to provide this declaration on SPS's behalf.

2. SPS maintains a computer database (the "Loan Records") of acts, transactions, payments, communications, escrow account activity, disbursements, events, and analyses (the "Loan Transactions") with respect to the mortgage loans that SPS services. The Loan Records also include electronic images of the original loan documents and of correspondence relating to such loans. The Loan Records are kept in the course of SPS's regularly conducted activity and it is the regular practice of SPS to make the records in the Loan Records. The entries in the Loan Records are made at the time of the events and conditions they describe, either by people with first-hand knowledge of those events and conditions, or from information provided by people with such first-hand knowledge. The Loan Records kept by SPS also include any documents and files that SPS acquired from prior servicers of the mortgage loans, which are incorporated, kept, and relied on by SPS in the ordinary course of SPS' business. I have access to the Loan Records with respect to the loan described below and have knowledge of how they are maintained. Based upon my review of the Loan Records, I have gained knowledge of the facts set forth herein and, if called upon as a witness to testify, I could and would competently testify as to those facts, under penalty of perjury. Each of the documents attached hereto is a true and correct copy of a document in the Loan Records.

3. SPS is the current servicer of a residential mortgage loan ("Loan") secured by a lien on the real property located at 5419 Bent Tree, Dallas, Texas 75248 ("Property"). SPS services the Loan on behalf of Deutsche Bank National Trust Company, as Trustee, in trust for the registered Holders of Long Beach Mortgage Loan Trust 2003-1, Asset-Backed Certificates, Series 2003-1 ("Deutsche Bank").

4. The Loan Records reflect that Marshall P. Cline and Mary Elaine Cline ("Clines") obtained the Loan from Long Beach Mortgage Company ("Long Beach") on November 27, 2002 (the "Loan"). The Loan Records reflect that the terms of the Loan are set forth in a Texas Home Equity/Adjustable Rate Note ("Note") and a Texas Home Equity Security Instrument ("Security Instrument"). The Loan Records further reflect that the Note and Security Instrument were subsequently assigned to Deutsche Bank, who is the investor that currently owns the Loan ("Deutsche Bank"). **Exhibit 1** attached hereto is a true and correct copy of the Note. **Exhibit 2** attached hereto is a true and correct copy of the Security Instrument that is filed in the official public records of Dallas County, Texas. **Exhibit 3** attached hereto is a true and correct copy of the Assignment of Lien that is filed in the official public records of Dallas County, Texas.

5. The Loan Records reflect that Long Beach transferred the servicing of the Loan to Washington Mutual Bank, FA ("WaMu") effective November 27, 2002. The Loan Records further reflect that through a series of transactions in 2006, WaMu became the ultimate successor in interest to Long Beach by operation of law. **Exhibit 4** attached hereto is a true and correct copy of an Affidavit of Facts from the Secretary of WaMu.

6. The Loan Records reflect that the Clines signed a Loan Modification Agreement on June 27, 2008, which established new terms for the payment of the Loan effective July 1, 2008, and that payments would resume on August 1, 2008. **Exhibit 5** attached hereto is a true and correct copy of the Loan Modification Agreement.

7. The Loan Records reflect that, on September 25, 2008, WaMu was closed by the Office of Thrift Supervision and the FDIC was named receiver. The Loan Records further reflect that, pursuant to a Purchase and Assumption Agreement between the FDIC as receiver of WaMu and JP Morgan Chase Bank, National Association ("Chase") dated September 25, 2008, Chase became the owner of all the loans and loan commitments of WaMu by operation of law. **Exhibit 6** attached hereto is a true and correct copy of an Affidavit of the Federal Deposit Insurance Corporation.

8. The Loan Records reflect that, on November 5, 2008, the Clines were sent a "Notice of Intent to Accelerate and Demand for Payment," which demanded payment of three monthly installments due on the Loan for September 1, 2008 through November 1, 2008. **Exhibit 7** attached hereto is a true and correct copy of the November 5, 2008 Notice of Intent to Accelerate and Demand for Payment.

9. The Loan Records reflect that, on August 5, 2009, the Clines were sent another "Notice of Intent to Accelerate and Demand for Payment," which demanded payment of twelve monthly installments due on the Loan for September 1, 2008 through August 1, 2009. **Exhibit 8** attached hereto is a true and correct copy of the August 5, 2009 Notice of Intent to Accelerate and Demand for Payment.

10. The Loan Records also reflect that the Clines were sent another letter on August 5, 2009, which informed them that their Loan may be eligible for a loan modification review, and asked the Clines to call to discuss various options. **Exhibit 9** attached hereto is a true and correct copy of the August 5, 2009 letter from WaMu's Homeowner's Assistance Department.

11. The Loan Records reflect that, on August 15, 2009, a letter was sent to the Clines informing them that they had been approved for a Trial Plan Agreement, and that they would be considered for a permanent workout solution once the Trial Plan was completed. The August 15, 2009 letter enclosed a copy of the Trial Plan Agreement, and asked the Clines to sign and return it by September 15, 2009. **Exhibit 10** attached hereto is a true and correct copy of the August 15, 2009 letter (with the enclosed Trial Plan Agreement) from WaMu's Loss Mitigation Department.

12. The Loan Records reflect that the Clines signed the Trial Plan Agreement on August 28, 2009, whereby the Clines agreed that the Loan was due for the months of September 1, 2008 through August 1, 2009, and that they would make three payments in the amount of $9,158.90 on or before September 1, 2009, October 1, 2009, and November 1, 2009, respectively. **Exhibit 11** attached hereto is a true and correct copy of the Trial Plan Agreement signed by the Clines.

13. The Loan Records reflect that Chase received three payments from the Clines on August 31, 2009, October 16, 2009, and November 19, 2009, each of which was in the amount of $9,158.90. The Loan Records reflect that all three of those payments were applied to the Loan. The Loan Records further reflect that those were the last payments made by the Clines on the Loan, and that the Loan is currently due for the November 1, 2008 payment and all subsequent payments. **Exhibit 12** attached hereto is a true and correct copy of a payment histories for the Loan that SPS received from the prior mortgage servicers, WaMu and Chase. **Exhibit 13** attached hereto is a true and correct copy of SPS's Payment History Report for the Loan covering the time period during which SPS has been the mortgage servicer.

14. The Loan Records reflect that, on October 9, 2009, Chase sent a letter to the Clines advising that it was missing documentation necessary to evaluate the Clines' modification request. **Exhibit 14** attached hereto is a true and correct copy of the October 9, 2009 letter.

15. The Loan Records reflect that, on October 23, 2009, Chase sent a letter to the Clines advising that it was still missing documentation necessary to evaluate the Clines' modification request. **Exhibit 15** attached hereto is a true and correct copy of the October 23, 2009 letter.

16. The Loan Records reflect that, on November 6, 2009, Chase sent a letter to the Clines advising that, as of November 3, 2009, it had not received the trial payment due on November 1, 2009, and further advising that certified funds were required if the Loan was in foreclosure. **Exhibit 16** attached hereto is a true and correct copy of the November 6, 2009 letter.

17. The Loan Records reflect that, on November 25, 2009, Chase sent a letter to the Clines advising that it was still missing documentation necessary to evaluate the Clines'

modification request. **Exhibit 17** attached hereto is a true and correct copy of the November 25, 2009 letter.

18. The Loan Records reflect that, in or around December, 2009, Chase received a facsimile from the Clines which included some of the missing documentation necessary to evaluate the Clines' modification request. **Exhibit 18** attached hereto is a true and correct copy of the December, 2009 facsimile.

19. The Loan Records reflect that, on or around January 10, 2010, Chase received a facsimile from the Clines which included some of the missing documentation necessary to evaluate the Clines' modification request. **Exhibit 19** attached hereto is a true and correct copy of the January 10, 2010 facsimile.

20. The Loan Records reflect that, on February 18, 2010, Chase determined that the Clines did not qualify for a modification through the federal government's Making Home Affordable modification program because the unpaid principal balance on the Loan was higher than the program limit. The February 18, 2010 letter also informed the Clines that they may be eligible for other modification programs offered by Chase. **Exhibit 20** attached hereto is a true and correct copy of the February 18, 2010 denial letter.

21. The Loan Records reflect that, on June 17, 2010, Chase sent a letter to the Clines entitled "Response To Your Request For A Loan Modification," which included a package of information that the Clines needed to complete in order to see if they qualified. **Exhibit 21** attached hereto is a true and correct copy of the June 17, 2010 letter.

22. The Loan Records reflect that, on July 15, 2010, Chase sent a letter to the Clines following up on the June 17, 2010 letter entitled "FINAL NOTICE," which again included a package of information that the Clines needed to complete in order to see if they qualified. **Exhibit 22** attached hereto is a true and correct copy of the July 15, 2010 letter.

23. The Loan Records reflect that, on or around July 30, 2010, Chase received a facsimile from the Clines which included documentation necessary to evaluate the Clines' modification request. **Exhibit 23** attached hereto is a true and correct copy of the July 30, 2010 facsimile.

24. The Loan Records reflect that, on August 25, 2010, Chase sent a letter to the Clines advising that it was missing documentation necessary to evaluate the Clines' modification request. **Exhibit 24** attached hereto is a true and correct copy of the August 25, 2010 letter.

25. The Loan Records reflect that, on September 30, 2010, Chase sent a letter to the Clines advising that it was still missing documentation necessary to evaluate the Clines' modification request. **Exhibit 25** attached hereto is a true and correct copy of the September 30, 2010 letter.

26. The Loan Records reflect that, on or around October 11, 2010, Chase received a facsimile from the Clines which included some of the missing documentation necessary to evaluate the Clines' modification request. **Exhibit 26** attached hereto is a true and correct copy of the October 11, 2010 facsimile.

27. The Loan Records reflect that, on November 19, 2010, Chase sent a letter to the Clines entitled "Statement of Eligibility for Loan Modification," which advised the Clines that Chase was unable to offer the Clines a modification through the federal Home Affordable Modification Program or any Chase modification programs. **Exhibit 27** attached hereto is a true and correct copy of the November 19, 2010 denial letter.

28. The Loan Records reflect that, on January 7, 2011, Chase sent a letter to the Clines entitled "Acceleration Warning (Notice of Intent to Foreclose)," which advised the Clines, among other things, that the Loan was in default because the Clines had failed to pay the required monthly installments commencing with the payment due on November 1, 2008, and that if the Clines failed to cure the default within thirty-two (32) days from the date of this letter, Chase would accelerate the maturity of the Loan. **Exhibit 28** attached hereto is a true and correct copy of the January 7, 2011 Acceleration Warning (Notice of Intent to Foreclose).

29. The Loan Records reflect that, on August 26, 2011, a "Notice of Acceleration" was sent to the Clines by CODILIS & STAWIARSKI, P.C. ("Codilis"), which was a law firm representing the mortgage servicer, Chase. **Exhibit 29** attached hereto is a true and correct copy of the August 26, 2011 Notice of Acceleration.

30. The Loan Records reflect that, on October 24, 2011, Codilis sent correspondence to the Clines in response to their request for payoff and reinstatement quotes on the Loan, which informed the Clines that, as of October 24, 2011, the amount required to pay off the Loan was $1,256,744.77, and the amount required to cure the delinquency and reinstate the Loan was $377,731.69. **Exhibit 30** attached hereto is a true and correct copy of the October 24, 2011 payoff and reinstatement quotes.

31. The Loan Records reflect that, on December 30, 2011, Codilis sent correspondence to the Clines in response to their request for a reinstatement quote on the Loan, which provided opportunity to cure the delinquency and reinstate the Loan by paying $398,496.71 on or before January 5, 2012. **Exhibit 31** attached hereto is a true and correct copy of the December 30, 2011 reinstatement quote.

32. The Loan Records reflect that, on January 5, 2012, Codilis sent correspondence to the Clines in response to their request for a reinstatement quote on the Loan, which provided opportunity to cure the delinquency and reinstate the Loan by paying $398,771.70 on or before January 13, 2012. **Exhibit 32** attached hereto is a true and correct copy of the January 5, 2011 reinstatement quote.

33. The Loan Records reflect that, on November 14, 2012, Chase responded to the Clines' request for a reinstatement quote on the Loan, which provided opportunity to cure the delinquency and reinstate the Loan by paying $460,499.54 on or before December 13, 2012. **Exhibit 33** attached hereto is a true and correct copy of the November 14, 2011 reinstatement quote.

34. The Loan Records reflect that, on January 17, 2013, Chase responded to the Clines' request for a reinstatement quote on the Loan, which provided opportunity to cure the delinquency and reinstate the Loan by paying $478,237.60 on or before February 16, 2013.

Exhibit 34 attached hereto is a true and correct copy of the January 17, 2013 reinstatement quote.

35. The Loan Records reflect that Chase transferred the servicing rights to the Loan to SPS effective May 1, 2013. **Exhibit 35** attached hereto is a true and correct copy of a letter that SPS sent to the Clines advising them of the transfer of servicing to SPS.

36. The Loan Records further reflect that, despite receiving numerous reinstatement quotes on the Loan, the Clines did not tender or submit funds necessary to reinstate the Loan.

37. The Loan Records reflect that, as of February 2, 2015, the total amount required to pay off the Loan in full is $1,546,458.53.

38. The Loan Records reflect that, as of February 3, 2015, the total amount required to cure the delinquency and reinstate the Loan is $717,391.75.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 12, 2015.

Diane Weinberger 2/12/15

DIANE WEINBERGER

EXHIBIT A-1

Borrower's Initials:

THIS IS AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6),

ARTICLE XVI OF THE TEXAS CONSTITUTION

THIS LOAN HAS A VARIABLE RATE OF INTEREST AS AUTHORIZED BY SECTION 50(a)(6)(O), ARTICLE XVI OF THE TEXAS CONSTITUTION

TEXAS HOME EQUITY FIXED/ADJUSTABLE RATE NOTE

(Libor Index—Rate Caps)
(Cash Out—First Lien)

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

November 27, 2002 Place of Execution: DALLAS [City] TEXAS [State]

5419 BENT TREE
DALLAS, TEXAS 75248
[Property Address]

1. BORROWER'S PROMISE TO PAY

This is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit"). In return for a loan that I have received, I promise to pay U.S. $ **663,600.00** (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **LONG BEACH MORTGAGE COMPANY** . I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

I understand that this is not an open-end account that may be debited from time to time or under which credit may be extended from time to time.

The property described above by the Property Address is subject to the lien of the security instrument executed concurrently herewith (the "Security Instrument").

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **6.990** %. The interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note. It is agreed that the total of all interest and other charges that constitute interest under applicable law shall not exceed the maximum amount of interest permitted by applicable law. Nothing in this Note or the Security Instrument shall entitle the Note Holder upon any contingency or event whatsoever, including by reason of acceleration of the maturity or prepayment of the loan, to receive or collect interest or other charges that constitute interest in excess of the highest rate allowed by applicable law on the principal or on a monetary obligation incurred to protect the property described above authorized by the Security Instrument, and in no event shall I be obligated to pay interest in excess of such rate.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on **January 1, 2003**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on **December 1, 2032**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WaMu Bank, PO Box 1093, Northridge, CA 91328, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ **4,410.49**. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **December, 2004**, and the adjustable interest rate I will pay may change on that day every 6th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **FOUR and 99/100** percentage point(s) (**4.990 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal successive monthly payments, each of which will exceed the amount of accrued interest as of the date of the scheduled installment. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **7.9900%** or less than **6.9900%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **ONE** percentage point(s) **(1.00 %)** from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than **12.9900 %**, which is called the "Maximum Rate" or less than **6.9900 %**, which is called the "Minimum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES AND FEES

All agreements between Note Holder and me are expressly limited so that any interest, loan charges or fees (other than interest) collected or to be collected from me, any owner or the spouse of any owner of the property described above in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this loan and which sets maximum interest, loan charges or fees, is finally interpreted so that the interest, loan charges or fees collected or to be collected in connection with this loan exceed the permitted limits, or a determination is made at any time by the Note Holder that interest, loan charges or fees collected or to be collected in connection with this loan exceed the permitted limit, then: (i) any such interest, loan charges or fees shall be reduced by the amount necessary to reduce the interest, loan charges or fees to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment. **My acceptance of any such refund will constitute a waiver of any right of action I might have arising out of such overcharge.**

It is the express intention of the Note Holder and me to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document.

The provisions of this Section 6 shall supersede any inconsistent provision of this Note or the Security Instrument.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **FIFTEEN (15)** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **6.00 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice by certified mail telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is deposited in the United States mail, postage prepaid and addressed to me at my last known address as shown by the records of the Note Holder. This Note may not be accelerated because of a decrease in the market value of the property described above or because of the property owner's default under any indebtedness not evidenced by this Note or the Security Instrument.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law including Section 50(a)(6), Article XVI of the Texas Constitution. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated to be incurred in connection with maintaining or servicing this Extension of Credit.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given in writing by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address. However, if the purpose of the notice is to notify Note Holder of failure by the Note Holder to comply with Note Holder's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Subject to the limitation of personal liability described below, each person who signs this Note is responsible for ensuring that all of the Borrower's promises and obligations in this Note are performed, including the payment of the full amount owed. Any person who takes over these obligations is also so responsible.

I understand that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that this Note is given without personal liability against each owner of the property described above and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Note Holder can enforce its rights under this Note solely against the property described above and not personally against any owner of such property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, I will be personally liable for the payment of any amounts due under this Note. This means that a personal judgment could be obtained against me if I fail to perform my responsibilities under this Note, including a judgment for any deficiency that results from Note Holder's sale of the property described above for an amount less than is owing under this Note.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 9 shall not impair in any way the right of the Note Holder to collect all sums due under this Note or prejudice the right of the Note Holder as to any promises or conditions of this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, the Security Instrument, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. APPLICABLE LAW

This Note shall be governed by the laws of the State of Texas and any applicable federal law. In the event of any conflict between the Texas Constitution and other applicable law, it is the intent that the provisions of the Texas Constitution shall be applied to resolve the conflict. In the event of a conflict between any provision of this Note and applicable law, the applicable law shall control to the extent of such conflict and the conflicting provisions contained in this Note shall be modified to the extent necessary to comply with applicable law. All other provisions in this Note will remain fully effective and enforceable.

13. NO ORAL AGREEMENTS

THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

WITNESS THE HAND(S) OF THE UNDERSIGNED.

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

....(Seal)
MARSHALL P. CLINE —Borrower

....(Seal)
MARY ELAINE CLINE —Borrower

[Sign Original Only]

Pay to the order of

Without Recourse

Long Beach Mortgage Company

Ron Amador, Vice President

Sue Southwick, Assistant Vice President

EXHIBIT A-2

$27.00 GF# 356523-D-0058

After Recording Please Return To:
LONG BEACH MORTGAGE COMPANY
P.O. BOX 201085
STOCKTON, CA 95202

2112742

12/16/02 3610426 $27.00

[Space Above This Line For Recording Data] Deed of Trust

Loan No: 4939203
Borrower: MARSHALL P. CLINE

Data ID: 490

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT

(Cash Out - First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

THIS SECURITY INSTRUMENT is made on November 27, 2002. The grantor is MARSHALL P. CLINE AND WIFE, MARY ELAINE CLINE ("Borrower"). The trustee is TROY GOTSCHALL, whose address is 1100 TOWN AND COUNTRY ROAD, #1600, ORANGE, CA 92868 ("Trustee"). The beneficiary is LONG BEACH MORTGAGE COMPANY , A CORPORATION, which is organized and existing under the laws of the State of DELAWARE, and whose address is 1100 TOWN & COUNTRY ROAD, #900, ORANGE, CA 92868 ("Lender").

Borrower owes Lender the principal sum of **SIX HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED and NO/100-----Dollars (U.S. $ 663,600.00).** This debt is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (referred to herein as the "Extension of Credit") and is evidenced by Borrower's note dated the same date as this Security Instrument (the "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **December 1, 2032.** This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **DALLAS** County, Texas:

BEING LOT 16, BLOCK 1/8209, OF BENT TREE, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 73012, PAGE 1413, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

which has the address of 5419 BENT TREE, [Street] DALLAS, [City] TEXAS 75248 [Zip Code] ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) hazard insurance premiums for the Property and; (d) flood insurance premiums for the Property, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are not pledged as additional security for any sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to amounts payable under Paragraph 2; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Paragraphs 20 or 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 17, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default and may be held personally liable for debt evidenced by the Note or this Security Instrument if Borrower gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender, so far as allowed by applicable law, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so. No powers are granted by Borrower to the Lender or Trustee that would violate provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other applicable law.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, shall be paid to Lender to be applied to the sums secured by this Security Instrument.

In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the original Borrower or Borrower's successors in interest from Borrower's obligations under the Note and this Security Instrument. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraphs 16 and 23. Borrower's covenants and agreements shall be joint and several subject to the provisions of Paragraph 23. Any Borrower who co-signs this Security Instrument, but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution providing for execution hereof, in order to establish a valid lien, by the spouse of each owner of the Property; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Lender's Right-to-Comply. It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender a reasonable time to comply, as provided in this paragraph 12, with Lender's obligations under the Extension of Credit. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have a reasonable time to comply, as provided in this Paragraph 12, with any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Paragraph 13, and will give Lender a reasonable time to comply. Borrower will cooperate in reasonable efforts to effectuate any compliance. Only after Lender has received said notice, has had a reasonable time to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by the Lender to comply with its obligations under this Extension of Credit.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Paragraph 12, and such document shall be automatically reformed, without the necessity of the execution of any amendment or new document, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, loan charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this loan and which sets maximum interest, loan charges or fees is finally interpreted so that the interest, loan charges or fees that the Lender has collected or is entitled to collect in connection with this loan exceed the permitted limits, or a determination is made at any time by Lender that interest, loan charges or fees that the Lender has collected or is entitled to collect in connection with this loan exceed the permitted limit, then: (i) any such interest, loan charges or fees shall be reduced by the amount necessary to reduce the interest, loan charges or fees to the permitted limit; and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. The Lender may choose to make this refund by reducing the principal Borrower owes under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment. **Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower might have arising out of such overcharge.**

It is the express intention of the Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document.

Lender's right-to-comply as provided in this Paragraph 12 shall survive the payoff of the Extension of Credit. The provision of this Paragraph 12 shall supersede any inconsistent provision of the Note or this Security Instrument.

Loan No: 4939203 Data ID: 490

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given in writing by first class mail (but, by certified mail if the notice is given pursuant to Paragraph 12 hereof) to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 13.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Texas. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Copies. Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by the Borrower related to the Extension of Credit.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to the power of sale contained in this Security Instrument after entry of a court order permitting exercise of such power of sale; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 16.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any remedies permitted by applicable law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for the Borrower in a judicial proceeding.

21. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of the Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, the Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Paragraph 21 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by applicable law. Lender shall provide a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

22. Release. Within a reasonable time after termination and full payment of the Extension of Credit, the Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recording costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF THE LENDER'S OBLIGATIONS UNDER SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.**

23. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

2002 243 04468

Loan No: 4939203 Data ID: 490

If this Extension of Credit is obtained by such actual fraud, then, subject to Paragraph 11, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Paragraph 23 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

24. Proceeds. The Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or a debt to another lender.

25. No Assignment of Wages. The Borrower has not assigned wages as security for the Extension of Credit.

26. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

27. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. [Check as applicable]

[X] Texas Home Equity Adjustable Rate Rider [ ] Texas Home Equity Condominium Rider

[ ] Texas Home Equity Planned Unit Development Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS LOAN WITHOUT PENALTY OR CHARGE.

................................(Seal)
MARSHALL P. CLINE —Borrower

................................(Seal)
MARY ELAINE CLINE —Borrower

2002 243 04469

[Space Below This Line For Acknowledgment(s)]

State of TEXAS §
County of DALLAS §

This instrument was acknowledged before me on the 27th day of November, 2002, by

MARSHALL P. CLINE AND MARY ELAINE CLINE

Sherri Stone
Notary Public

Sherri Stone
(Printed Name)

[Personalized Seal]
My commission expires: 5/15/05

SHERRI STONE
Notary Public, State of Texas
My Commission Expires
May 15, 2005

(Page 8 of 8 Pages)

2002 243 04470

Loan No: 4939203
Borrower: MARSHALL P. CLINE

Data ID: 490

THIS LOAN HAS A VARIABLE RATE OF INTEREST AS AUTHORIZED BY SECTION 50(a)(6)(O), ARTICLE XVI OF THE TEXAS CONSTITUTION

TEXAS HOME EQUITY FIXED/ADJUSTABLE RATE RIDER

(Libor Index—Rate Caps)
(Cash Out—First Lien)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27th day of November, 2002, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to LONG BEACH MORTGAGE COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5419 BENT TREE
DALLAS, TEXAS 75248
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **6.990** %. The Note also provides for a change in the initial fixed interest rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **December, 2004**, and the adjustable interest rate I will pay may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **FOUR and 99/100** percentage point(s) (**4.990** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

2002 243 04471

Loan No: 4939203 Data ID: 490

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal successive monthly payments, each of which will exceed the amount of accrued interest as of the date of the scheduled installment. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **7.9900%** or less than **6.9900%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **ONE** percentage point(s) (**1.00 %**) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than **12.9900 %**, which is called the "Maximum Rate" or less than **6.9900 %**, which is called the "Minimum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Texas Home Equity Fixed/Adjustable Rate Rider.

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

.................................(Seal)
MARSHALL P. CLINE —Borrower

.................................(Seal)
MARY ELAINE CLINE —Borrower

(Page 2 of 2 Pages)

2002 243 04472

2002 243 04473

FILED

2002 DEC 13 PM 3:31

COUNTY CLERK
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

DEC 16 2002

COUNTY CLERK, Dallas County, Texas

EXHIBIT A-3

ASSIGNMENT OF LIEN

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:** LB0301
COUNTY OF DALLAS §

THAT the undersigned, JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA (the Savings Bank) from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d), as successor in interest to Long Beach Mortgage Company by operation of law, the present legal and equitable holder of that one certain promissory note in the original principal sum of $663,600.00, dated November 27, 2002, executed by Marshall P. Cline, and Mary Elaine Cline, payable to the order of Long Beach Mortgage Company, more fully described in a Deed of Trust of even date, to Troy Gotschall, Trustee, duly recorded under Dallas County Property Records, Volume 2002243, Page 4463, said note being secured by said Deed of Trust lien against the following described property:

BEING LOT 16, BLOCK 1/8209, OF BENT TREE, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 73012, PAGE 1413, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

for good and valuable consideration paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, has TRANSFERRED and ASSIGNED, GRANTED and CONVEYED and by these presents TRANSFERS, ASSIGNS, GRANTS and CONVEYS unto Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2003-1, the above described note, together with all liens, and any superior title, held by the undersigned securing the payment thereof.

EXECUTED this 12 day of Jan, 2009.

JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA (the Savings Bank) from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d), as successor in interest to Long Beach Mortgage Company by operation of law

By:____________________

Name: Jodi Sobotta

Title: Attorney in Fact

THE STATE OF Minnesota §
§
COUNTY OF Dakota §

Before me, the undersigned authority, on this day personally appeared Jodi Sobotta, Attorney in Fact of JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA (the Savings Bank) from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d), as successor in interest to Long Beach Mortgage Company by operation of law, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal this _____ day of ________________, 2009.

SHOUA MOUA
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2012

____
Notary Public, State of MN

0705-006F-4

20090005336 2 PGS AL

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

John F. Warren, County Clerk

Dallas County TEXAS

February 24, 2009 10:28:41 AM

FEE: $16.00

200900053366

EXHIBIT A-4

AFFIDAVIT OF FACTS
WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO
LONG BEACH MORTGAGE COMPANY.

I, William L. Lynch, having first been duly sworn, hereby make this Affidavit and say that:

1. I am the Secretary of Washington Mutual Bank (the "Company") and, as such, have custody of the corporate records of the Company.

2. I make and execute this Affidavit based upon my personal knowledge of the contents of the corporate records of the Company.

3. The Company and Wilmington Trust Company, a Delaware banking corporation ("Wilmington Trust"), were the sole parties to the Revocable Trust Agreement dated as of June 7, 2006 (the "Trust Agreement") between the Company, as Trustor, the Company, as General Trustee, and Wilmington Trust, as Administrative Trustee (the "Administrative Trustee"), which created a trust hereinafter referred to as the "Trust." A complete and correct copy of the Trust Agreement is attached hereto as Exhibit A. At all times during the existence of the Trust, the Company was the sole beneficiary under the Trust Agreement and of the Trust. The Company and Wilmington Trust, as the sole parties to the Trust Agreement, never amended the Trust Agreement to change the sole beneficiary or to add a beneficiary, or in any other respect. The Company never assigned or otherwise transferred all or any part of its interest as sole beneficiary under the Trust Agreement and of the Trust.

4. The Company owned all the outstanding stock of Long Beach Mortgage Company, a Delaware corporation ("Long Beach"), prior to the conversion of Long Beach into a Delaware limited liability company, of which the Company was the sole member, as described in paragraph 6, below.

5. Long Beach was converted from a Delaware corporation into a Delaware limited liability company, Long Beach Mortgage Delaware LLC (the "LLC"), of which the Company was the sole member, on July 1, 2006. A true, correct and complete copy of the Certificate of Formation as filed with the Secretary of State of the State of Delaware on July 1, 2006 is attached hereto as Exhibit B and a true, correct and complete copy of the Certificate of Conversion as filed with the Secretary of State of the State of Delaware on July 1, 2006 is attached hereto as Exhibit C. As a result of the conversion, the LLC became the successor in interest to Long Beach by operation of law.

6. Following the conversion of Long Beach into the LLC, the LLC was merged into the Trust. A true, correct and complete copy of the Certificate of Merger merging the LLC into the Trust as filed with the Secretary of State of the State of Delaware on July 1, 2006 is attached hereto as Exhibit D. As a result of the merger, the Trust became the successor in interest to the LLC by operation of law.

7. After the LLC was merged into the Trust, the Administrative Trustee resigned pursuant to the Notice of Resignation effective at 3:03 A.M. EDT on July 1, 2006 (the "Resignation"). A true, correct and complete copy of the Resignation is attached hereto as Exhibit E. Upon the effectiveness of the Resignation, there was no distinction between the beneficiary and the sole remaining trustee of the Trust and therefore the Company, as sole beneficiary and sole trustee, became the successor in interest to the Trust by operation of law.

8. As a result of the transactions described above, the Company is the ultimate successor in interest to Long Beach, the LLC and the Trust by operation of law.

Executed this 3rd day of July, 2006.

The Company has not adopted
any form of Corporate Seal.

By: [signature]
William L. Lynch, individually
and as Secretary of Washington
Mutual Bank

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that William L. Lynch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated this 3rd day of July, 2006.

Notary Public
State of Washington
CHRISELDA LANDON
My Appointment Expires Feb 26, 2007

[signature]
Chriselda M. Landon
Notary Public in and for the State of
Washington, residing in Seattle
My commission expires: February 26, ~~007~~ 2007 CL

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06/30/2006 5:17 PM

Exhibit A

REVOCABLE TRUST AGREEMENT

REVOCABLE TRUST AGREEMENT, dated as of this 7th day of June, 2006, between Washington Mutual Bank, a federal savings association, as "Trustor," and Washington Mutual Bank, as "General Trustee," and Wilmington Trust Company, a Delaware banking corporation, as "Administrative Trustee" (collectively the General Trustee and Administrative Trustee are referred to hereinafter as "Trustees," each a "Trustee").

Trust Property

I. Trustor desires to form and Trustees desire to accept a trust hereunder, with Trustor being the sole beneficiary thereof, to be effective as of the date of execution of this agreement by both General Trustee and Administrative Trustee. Certain property described in Schedule A attached hereto is herewith delivered to Trustees. Such property, together with such other property acceptable to Trustees as may hereafter be received and held by Trustees, shall comprise the "trust fund."

Management

II. Trustees shall hold and administer the trust fund, collect the income, pay the taxes, charges and expenses properly attributable to the trust and distribute the net income and principal as hereinafter provided:

(A) From the effective date of this agreement until December 31, 2006 (the "Trust Term"): Trustor shall be sole beneficiary of the trust formed hereunder, and Trustees shall pay to Trustor all of the net income of the trust fund, in convenient installments but not less frequently than annually, and so much of the principal thereof as Trustor may at any time or times request in writing.

(B) Upon the expiration of the Trust Term, Trustees shall distribute the then remaining principal and income of the trust fund, if any, to Trustor.

Trustee Powers

III. Trustees shall have all of the powers and authority granted to trustees by Delaware law, including, without limitation, the powers granted under Sections 3324 and 3325 of Title 12 of the Delaware Code.

Trustees

IV. Other provisions governing Trustees are:

(A) Appointment of Successor Trustees: In the event of the inability or unwillingness to serve of the initial or any successor General Trustee or Administrative Trustee, Trustor may, but need not, appoint a successor Trustee.

(B) Resignation: Any Trustee may resign as General Trustee or Administrative Trustee, as applicable, at any time and for any reason by written notice delivered to Trustor. Any such resignation shall be effective as of the future date and time specified in the notice or upon delivery of the notice if no such future effective date and time is specified in the notice whether or not a successor Trustee has been appointed.

(C) Compensation: General Trustee shall not be entitled to compensation. Administrative Trustee shall be entitled to compensation as agreed from time to time between Trustor and Administrative Trustee.

(D) Accountings: Trustees shall be relieved of any obligation to give bond, to provide any surety, or to submit any inventory or account of this trust to any public official or court having jurisdiction over the trust.

(E) Special Liability Provision: Neither General Trustee nor Administrative Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of the trust, except for a matter involving such Trustee's own willful misconduct, proven by clear and convincing evidence in the court then having primary jurisdiction over the trust. General Trustee, Administrative Trustee and each former General Trustee and former Administrative Trustee shall be fully indemnified by the Trustor and the trust fund against (1) any claim or demand by any person having an interest in the trust, trust creditor or third party arising on account of, or in connection with, any action taken or omitted to be taken in connection with the administration of the trust formed hereunder, except for any claim or demand based on that General Trustee's or Administrative Trustee's own willful misconduct proven by clear an convincing evidence in the court then having primary jurisdiction over the trust, and (2) any cost or expense (including reasonable attorney fees) incurred by General Trustee or Administrative Trustee in connection with any claim or demand for which General Trustee or Administrative Trustee is entitled to indemnification hereunder. Such right of indemnification shall survive the termination of the trust. In no event shall General Trustee or Administrative Trustee be liable for any matter with respect to which it is not authorized to participate hereunder or for any act or action occurring before it first became a General Trustee or Administrative Trustee hereunder.

(F) Administrative Trustee: Notwithstanding any other provisions of this agreement, Administrative Trustee shall have no duties or obligations hereunder except to the extent described in this Paragraph and General Trustee acting alone shall perform all of those Trustee duties and exercise all of those Trustee powers not specifically assigned to Administrative Trustee pursuant to this Paragraph. Administrative Trustee shall have no implied duties and shall have only the following exclusive duties, which shall all be carried out in the State of Delaware and shall be performed by Administrative Trustee in its sole discretion and not at the direction of General Trustee:

(1) To maintain bank accounts, brokerage accounts and other custody accounts which receive trust income and contributions and from which trust expenditures and distributions are disbursed.

(2) To maintain storage of tangible personalty and evidence of intangible trust property.

(3) To maintain trust records.

(4) To maintain an office for Trustee meetings and other trust business.

(5) To originate, facilitate and review trust accountings, reports and other communications with Trustor, General Trustee, beneficiaries and unrelated third parties.

(6) To respond to written inquiries concerning the trust formed hereunder from Trustor, General Trustee, beneficiaries and unrelated third parties.

(7) To execute documents with respect to trust account transactions.

(8) To retain accountants, attorneys, investment counsel, agents and other advisers in connection with the performance of Administrative Trustee's duties.

Administrative Trustee shall have no other duties, obligations, or authority and General Trustee shall perform all of the other duties of Trustee and need not obtain the consent of, consult with, or otherwise advise, Administrative Trustee prior to exercising its powers or performing its duties under this agreement. General Trustee may remove Administrative Trustee at any time without cause and need not appoint a successor Administrative Trustee.

Miscellaneous Terms

V. The other provisions governing this agreement are:

(A) Third Party Responsibility: No one dealing with Trustees need verify the application of any money paid or property delivered to Trustees, inquire into the necessity or propriety of Trustees' exercise of any of the powers herein conferred, or determine the existence of any fact upon which Trustees' power to perform any act hereunder may be conditioned.

(B) Revocation: Trustor shall at all times have the right by an instrument in writing, executed and delivered to Trustees, to amend or terminate this agreement, either in whole or in part, although an amendment shall not substantially change the duties, powers, liabilities and compensation of Trustees without their consent, and Trustees shall be paid their expenses in delivering any property with reference to which the agreement is terminated.

(C) Construction and Controlling Law: This is a Delaware agreement and forms a Delaware trust. All matters pertaining to the validity, construction, and application of this agreement or to the administration of the trust formed by it shall be governed by Delaware law.

(D) Merger: In the event Administrative Trustee is removed or resigns and Trustor becomes, in addition to being the sole beneficiary, the sole Trustee of the trust hereunder, Trustor intends that the legal title and beneficial ownership in the trust fund shall thereupon merge in Trustor by operation of law.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

WASHINGTON MUTUAL BANK, Trustor

By: [signature]
Name: Fay L. Chapman
Title: Senior Executive Vice President

WASHINGTON MUTUAL BANK,
General Trustee

By: [signature]
Name: Fay L. Chapman
Title: Senior Executive Vice President

WILMINGTON TRUST COMPANY
Administrative Trustee

By: ______________________
Name:
Title:

480806

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

BE IT REMEMBERED, that on this 7th day of June, 2006, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Fay Chapman, an authorized officer of WASHINGTON MUTUAL BANK, a federal savings association, party to this instrument, known to me personally to be such, and acknowledged that this instrument is the act and deed of said bank.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

Notary Public
State of Washington
CHRISELDA LANDON
My Appointment Expires Feb 26, 2007

Chriselda Landon
Notary Public
CHRISELDA LANDON

IN WITNESS WHEREOF, the parties have hereunto set their hands.

WASHINGTON MUTUAL BANK, Trustor

By: ______________________________

WASHINGTON MUTUAL BANK,
General Trustee

By: ______________________________

WILMINGTON TRUST COMPANY
Administrative Trustee

By: ______________________________
Name: Janel R. Havrilla
Title: Senior Financial Services Officer

480806

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 7th day of June, 2006, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Janel R Havrilla, an authorized officer of WILMINGTON TRUST COMPANY, a Delaware banking corporation, party to this instrument, known to me personally to be such, and acknowledged that this instrument is the act and deed of said corporation.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

Bethany J. Taylor
Notary Public
Bethany J. Taylor
Notary Public - State of Delaware
My Comm. Expires Oct. 20, 2007

SCHEDULE A

Consisting of One Page

Of

Trust Agreement Dated as of June 7, 2006

Between

WASHINGTON MUTUAL BANK, Trustor

And

WASHINGTON MUTUAL BANK, General Trustee

And

WILMINGTON TRUST COMPANY, Administrative Trustee

Five Dollars ($5.00)

Exhibit B

Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "LONG BEACH MORTGAGE DELAWARE LLC" FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2006, AT 7:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF JULY, A.D. 2006, AT 3:01 O'CLOCK A.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2608496 8100V

AUTHENTICATION: 4866554

060625014

DATE: 06-29-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:59 PM 06/27/2006
FILED 07:50 PM 06/27/2006
SRV 060618738 - 2608496 FILE

CERTIFICATE OF FORMATION

OF

LONG BEACH MORTGAGE DELAWARE LLC

This Certificate of Formation is being filed pursuant to Section 18-214 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (the "Delaware LLC Act"), in connection with the conversion of Long Beach Mortgage Company, a Delaware corporation, to a Delaware limited liability company.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is Long Beach Mortgage Delaware LLC (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 1201 North Market Street, Post Office Box 1347, Wilmington, Delaware 19801. The registered agent of the Company for service of process at such address is Delaware Corporation Organizers, Inc.

3. Effective Time. The effective date and time of this Certificate shall be July 1, 2006, at 3:01 A.M. EDT.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of June 21, 2006.

By: [signature]
Name: David C. Schneider, President
An Authorized Person

Exhibit C

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "LONG BEACH MORTGAGE COMPANY" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "LONG BEACH MORTGAGE COMPANY" TO "LONG BEACH MORTGAGE DELAWARE LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2006, AT 7:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF JULY, A.D. 2006, AT 3:01 O'CLOCK A.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2608496 8100V

AUTHENTICATION: 4866554

060625014

DATE: 06-29-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:59 PM 06/27/2006
FILED 07:50 PM 06/27/2006
SRV 060618738 - 2608496 FILE

CERTIFICATE OF CONVERSION

CONVERTING

LONG BEACH MORTGAGE COMPANY
(A Delaware Corporation)

TO

LONG BEACH MORTGAGE DELAWARE LLC
(A Delaware Limited Liability Company)

This Certificate of Conversion is being filed for the purpose of converting Long Beach Mortgage Company, a Delaware corporation (the "Converting Corporation"), to a Delaware limited liability company to be named "Long Beach Mortgage Delaware LLC" (the "Company") pursuant to Section 18-214 of the Delaware Limited Liability Company Act, 6 Del. C. §§18-101 et seq. (the "Delaware LLC Act"), and Section 266 of the General Corporation Law of the State of Delaware, 8 Del. C. §§ 101 et seq. (the "DGCL").

The undersigned, as an authorized person of the Company, does hereby certify as follows:

1. Name of Converting Corporation. The name of the Converting Corporation immediately prior to the filing of this Certificate of Conversion was "Long Beach Mortgage Company." The Converting Corporation was originally incorporated as "Ameriquest Mortgage Corporation."

2. Date and Jurisdiction of Organization of Converting Corporation. The date on which, and the jurisdiction where, the Converting Corporation was incorporated, which jurisdiction has not changed, are as follows:

Date	Jurisdiction
April 11, 1996	Delaware

3. Name of Converted Limited Liability Company. The name of the Delaware limited liability company to which the Converting Corporation is being converted and the name set forth in the Certificate of Formation of the Company filed in accordance with Section 18-214(b) of the Delaware LLC Act is "Long Beach Mortgage Delaware LLC."

4. Effective Time. The effective date and time of this Certificate shall be July 1, 2006, at 3:01 A.M. EDT.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of June 21, 2006.

LONG BEACH MORTGAGE DELAWARE LLC

By: ______________________
Name: David C. Schneider, President
An Authorized Person

Exhibit D

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LONG BEACH MORTGAGE DELAWARE LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "TRUST U/A DATED AS OF JUNE 7, 2006, BETWEEN WASHINGTON MUTUAL BANK, AS SETTLOR, AND WILMINGTON TRUST COMPANY" UNDER THE NAME OF "TRUST U/A DATED AS OF JUNE 7, 2006, BETWEEN WASHINGTON MUTUAL BANK, AS SETTLOR, AND WILMINGTON TRUST COMPANY", A COMMON LAW TRUST ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2006, AT 7:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JULY, A.D. 2006, AT 3:02 O'CLOCK A.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2608496 8100M

060625133

AUTHENTICATION: 4867111

DATE: 06-29-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:59 PM 06/27/2006
FILED 07:59 PM 06/27/2006
SRV 060618742 - 2608496 FILE

CERTIFICATE OF MERGER MERGING LONG BEACH MORTGAGE DELAWARE LLC INTO TRUST U/A DATED AS OF JUNE 7, 2006, BETWEEN WASHINGTON MUTUAL BANK, AS SETTLOR, AND WILMINGTON TRUST COMPANY AND WASHINGTON MUTUAL BANK, AS CO-TRUSTEES

The Trust u/a dated as of June 7, 2006, between Washington Mutual Bank, as settlor, and Wilmington Trust Company and Washington Mutual Bank, as co-trustees, a Delaware common law trust (the "common law trust"), DOES HEREBY CERTIFY THAT:

FIRST: The name and jurisdiction of formation of each of the constituent entities in the merger are as follows:

Name	Jurisdiction of Formation
Long Beach Mortgage Delaware LLC	Delaware
Trust u/a dated as of June 7, 2006, between Washington Mutual Bank, as settlor, and Wilmington Trust Company and Washington Mutual Bank, as co-trustees	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act and any other applicable Delaware law.

THIRD: The name of the surviving common law trust is Trust u/a dated as of June 7, 2006, between Washington Mutual Bank, as settlor, and Wilmington Trust Company and Washington Mutual Bank, as co-trustees.

FOURTH: The effective date and time of this Certificate shall be July 1, 2006, at 3:02 A.M. EDT.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving common law trust. The address of such place of business is: 1201 Third Avenue, Seattle, Washington 98101.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving common law trust, on request and without cost, to any member of the constituent limited liability company and any person or entity holding an interest the surviving common law trust.

IN WITNESS WHEREOF, the surviving common law trust has caused this Certificate of Merger to be duly executed as of June 21, 2006.

THE TRUST U/A DATED AS OF JUNE 7, 2006, BETWEEN WASHINGTON MUTUAL BANK, AS SETTLOR, AND WILMINGTON TRUST COMPANY AND WASHINGTON MUTUAL BANK, AS CO-TRUSTEES

Wilmington Trust Company, not in its individual capacity but solely as Administrative Trustee

By: ______________________
Name: James A. Hanley
Title: Senior Financial Services Officer

Washington Mutual Bank, as co-trustee

By: ______________________
Name: Ray L. Chapman
Title: Senior Executive Vice President

Recording Requested By and
When Recorded Mail to:

Washington Mutual Bank
Office of the Corporate Secretary
1301 2nd Ave., WMC3501
Seattle, WA 98101

Space Above for Recording Information

AFFIDAVIT OF THE FEDERAL DEPOSIT INSURANCE CORPORATION

I, Robert C. Schoppe, having been first duly sworn, hereby make this Affidavit and say that:

1. I am an authorized representative of the Federal Deposit Insurance Corporation, an agency of the United States government (the "FDIC").

2. On September 25, 2008, Washington Mutual Bank, formerly known as Washington Mutual Bank, FA ("Washington Mutual"), was closed by the Office of Thrift Supervision and the FDIC was named receiver.

3. As authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C § 1821(d)(2)(G)(i)(II), the FDIC, as receiver of Washington Mutual, may transfer any asset or liability of Washington Mutual without any approval, assignment, or consent with respect to such transfer.

4. Pursuant to the terms and conditions of a Purchase and Assumption Agreement between the FDIC as receiver of Washington Mutual and JPMorgan Chase Bank, National Association ("JPMorgan Chase"), dated September 25, 2008 (the "Purchase and Assumption Agreement'), JPMorgan Chase acquired certain of the assets, including all loans and all loan commitments, of Washington Mutual.

5. As a result, on September 25, 2008, JPMorgan Chase became the owner of the loans and loan commitments of Washington Mutual by operation of law.

Executed this 2ND day of October, 2008 in Seattle, King County, Washington.

By: [signature]
Print Name: Robert C. Schoppe
Title: Receiver In Charge for FDIC as
Receiver of Washington Mutual Bank

DOCSSEA/186745.v1

NOTARY'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Robert C. Schoppe is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Receiver In Charge of the Federal Deposit Insurance Corporation, as Receiver of Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated this 2nd day of October, 2008.

SUZANNE W. ROEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-07-10

Suzanne W. Roen
Notary Public in and for the State of Washington, residing in Redmond
My commission expires: 11/7/10

DOCSSEA/186745.v1

STATE OF WASHINGTON }
County of King

The Director of Records & Licensing, King County, State of Washington and exofficio Recorder of Deeds and other instruments, do hereby certify the foregoing copy has been compared with the original instrument as the same appears on file and of record in the office and that the same is a true and perfect transcript of said original and of the whole thereof.

Witness my hand and official seal this ________ day of________________________ 20______

OCT 0 3 2008
Director of Records & Licensing

By R. Harper
Deputy

R. Harper

SPS-Cline000388

EXHIBIT A-5

WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

PREPARED BY:
ORISKA HAYWOOD
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256
ATTN: LMTS

MODIFICATION

252

Tax Parcel No.: 00000799704200000

Loan No. 0073629479 SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
PROVIDING FOR STEP INTEREST RATE

This Loan Modification Agreement ("Agreement") is effective this **1ST** day of **JULY, 2008** , ("Effective Date") between
MARSHALL P CLINE AND WIFE, MARY ELAINE CLINE
,
(hereinafter, "the Borrower"), and
Deutsche Bank National Trust Company, as
Trustee for Long Beach Mortgage Loan Trust 2003-1

(the "Trust"), the note holder and mortgagee c/o Washington Mutual Bank. Together, the Borrower and the Trust are referred to herein as "the Parties".

RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

A. On **11/27/2002** , Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in **DALLAS** County, **TEXAS** . In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated **11/27/2002** , in the original principal amount of $ **663,600.00** ("Note").

B. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated **11/27/2002** , and recorded **12/16/2002** **, in Book or Liber 2002 243** , **Page(s) 04463** in the official records of **DALLAS** County as a lien against the real property described in the Security Instrument, and located at
5419 BENT TREE, DALLAS, TEXAS 75248
(the "Subject Property"), and is more particularly described as:

0073629479

BEING LOT 16, BLOCK 1/8209, OF BENT TREE, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 73012, PAGE 1413, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

TAX ID #: **00000799704200000**

C. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.

D. Borrower has failed to make one or more payments on the Note before expiration of the applicable grace period. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.

AGREEMENT

NOW, THEREFORE, In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.

2. **Unpaid Principal Balance.** The Parties agree that the unpaid principal balance of the Note and Security Instrument immediately prior to signing this Agreement is $ **637,415.35** . ("Unpaid Principal Balance.")

3. **Capitalization.** The Borrower acknowledges that interest on the Unpaid Principal Balance has accrued but has not been paid and the Trust has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect the interest of the Note holder or mortgagee and that such accrued and unpaid interest, costs and expenses in the total amount of $ **280,604.12** (the "Capitalized Amount") has been added to the indebtedness under the terms of the Note and Security Instrument, as of **07/01/2008** .

4. **Modified Principal Balance.** When payments resume on **08/01/2008** , the new balance due on the loan will be $ **918,019.47** ("Modified Principal Balance"), which consists of $ **637,415.35** plus $ **280,604.12** .

5. **Reamortization.** The Modified Principal Balance will be reamortized over **437** months.

0073629479

6. **Interest; Monthly Payments.** Interest will be charged on the Modified Principal Balance for the first year at the yearly rate of **7.311000** % beginning with the payment due on **08/01/2008**. During this first year the Borrower promises to pay monthly payments of principal and interest in the amount of $ **6,016.25**. During the second year interest will be charged at the yearly rate of **8.311000** % beginning with the payment due on **08/01/2009**. During this second year the Borrower promises to pay monthly payments of principal and interest in the amount of $ **6,677.02**. During the third year interest will be charged at the yearly rate of **9.125000** % beginning with the payment due on **08/01/2010**. During this third year the Borrower promises to pay monthly payments of principal and interest in the amount of $ **7,223.36** and shall continue thereafter on the same day of each succeeding month until the Modified Principal Balance, interest and any other amounts due under the Note, Security Instrument or this Agreement are paid in full.

7. **Maturity Date.** The maturity date under the Note and Security Instrument remain unchanged. Borrower acknowledges and understands that, as a result of this Agreement which may defer payment of an arrearage, or extend the loan amortization period, or both, a lump sum payment may be due on the Maturity Date. All amounts due an owing under the Note, Security Instrument and this Agreement are due in full on the Maturity Date.

8. **Payments; Delivery of Payments.** The Borrower promises to pay the Modified Principal Balance, plus interest, to the order of Washington Mutual Bank. Borrower(s) shall make the Monthly Payments described herein as follows, or at such other place that Washington Mutual may designate:

Washington Mutual Bank
7301 Baymeadows Way
Jacksonville, FL 32256

9. **Acceleration Upon Unauthorized Transfer.** If all or any part of the Subject Property or any interest is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Note holder and mortgagee's prior written consent, the Note holder may, at its option require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement. If the Note holder exercises this option, the Note holder shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower must pay all sums due under the Note, Security Instrument and this Agreement. If the Borrower fails to pay these sums prior to the expiration of the 30 day period, the Note holder may invoke any remedies permitted by the Note, Security Instrument and applicable law.

10. **Effect of this Agreement.** Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

11. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

12. **Warranties.** Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument and this Agreement are fulfilled.

13. **Further Assurances.** Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

14. **Acknowledgement by Borrower.** As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the Trust and or its agents, and arising from any act or omission to act on the part of the Trust or it's agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or the Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against the Trust, Washington Mutual or against collection of the Loan.

15. **Bankruptcy Considerations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Note holder may not pursue the Borrower for personal liability. However, the Parties acknowledge that the mortgagee/beneficiary retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[signature pages follow]

0073629479

BORROWER(S):

Date:

MARSHALL P CLINE MARYvELAINE CLINE

STATE OF Texas)
)ss:
COUNTY OF Dallas)

On 6, 27, 2008, before me, BAHARAK SOTOUDEH
personally appeared MARSHALL P CLINE AND MARYvELAINE CLINE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrumentand acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

BAHARAK SOTOUDEH
Notary Public, State of Texas
My Commission Expires
February 22, 2009

BAHARAK SOTOUDEH
Signature of Notary

My commission expires: Feb, 22, 2009

0073629479

TRUST:
Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2003-1

Date: 07/28/08

BY: Washington Mutual Bank, its Attorney-in-fact

(Name) **CHRISTINA M. LOPEZ**
VICE PRESIDENT
(title)

Witness Signature
Oriska Haywood
Print Name

Witness Signature
Angelique Monroe
Print Name

STATE OF **FLORIDA**

COUNTY OF **DUVAL**

On 07/28/08, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHRISTINA M. LOPEZ** [ ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

AMY NORVELL
Notary Public, State of Florida
My comm. exp. Apr. 28, 2012
Comm. No. DD 783120

EXHIBIT A-6

Recording Requested By and
When Recorded Mail to:
Washington Mutual Bank
Office of the Corporate Secretary
1301 2nd Ave., WMC3501
Seattle, WA 98101

Space Above for Recording Information

AFFIDAVIT OF THE FEDERAL DEPOSIT INSURANCE CORPORATION

I, Robert C. Schoppe, having been first duly sworn, hereby make this Affidavit and say that:

1. I am an authorized representative of the Federal Deposit Insurance Corporation, an agency of the United States government (the "FDIC").

2. On September 25, 2008, Washington Mutual Bank, formerly known as Washington Mutual Bank, FA ("Washington Mutual"), was closed by the Office of Thrift Supervision and the FDIC was named receiver.

3. As authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C § 1821(d)(2)(G)(i)(II), the FDIC, as receiver of Washington Mutual, may transfer any asset or liability of Washington Mutual without any approval, assignment, or consent with respect to such transfer.

4. Pursuant to the terms and conditions of a Purchase and Assumption Agreement between the FDIC as receiver of Washington Mutual and JPMorgan Chase Bank, National Association ("JPMorgan Chase"), dated September 25, 2008 (the "Purchase and Assumption Agreement'), JPMorgan Chase acquired certain of the assets, including all loans and all loan commitments, of Washington Mutual.

5. As a result, on September 25, 2008, JPMorgan Chase became the owner of the loans and loan commitments of Washington Mutual by operation of law.

Executed this 2ND day of October, 2008 in Seattle, King County, Washington.

By: [signature]
Print Name: Robert C. Schoppe
Title: Receiver In Charge for FDIC as Receiver of Washington Mutual Bank

DOCSSEA/186745.v1

NOTARY'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Robert C. Schoppe is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Receiver In Charge of the Federal Deposit Insurance Corporation, as Receiver of Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated this 2nd day of October, 2008.

SUZANNE W. ROEN COMMISSION EXPIRES NOTARY PUBLIC 11-07-10 STATE OF WASHINGTON

Suzanne W. Roen
Notary Public in and for the State of Washington, residing in Redmond
My commission expires: 11/7/10

DOCSSEA/186745.v1

STATE OF WASHINGTON }
County of King

The Director of Records & Licensing, King County, State of Washington and exofficio Recorder of Deeds and other instruments, do hereby certify the foregoing copy has been compared with the original instrument as the same appears on file and of record in the office and that the same is a true and perfect transcript of said original and of the whole thereof.

Witness my hand and official seal this ________ day of__________________________ 20______

OCT 0 3 2008

Director of Records & Licensing

By ______________________

Deputy

R. Harper

KING COUNTY-STATE OF WASHINGTON King County 2008

EXHIBIT A-7

Washington Mutual
PO Box 2441
Mailstop N010207
Chatsworth, CA 91313-2441

0073629479

7100 4047 5100 6156 4504

November 5, 2008

Washington Mutual
HOME LOANS

020545

MARSHALL P CLINE
MARYELAINE CLINE
5419 BENT TREE DR
DALLAS TX 75248

RE: Loan No. 0073629479

Notice of Intent to Accelerate and Demand for Payment

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

You are hereby notified that covenants of the Deed of Trust securing your Promissory Note were not paid when due. To cure the breach you must remit the sums due listed below, demand for which is hereby made:

Description	Amount
3	Monthly Installments due
09/01/2008 through 11/01/2008	$40081.95
Late Charges	$721.96
Return Check Fees	$0.00
Other Fees	$98.00
*Corporate Advance	$-44003.36
Less Miscellaneous Suspense Amount	$0.00
TOTAL DUE	$-3101.45**

*This amount due represents advances such as taxes and insurance which Washington Mutual has made to protect its security interest in this property.
**This amount may not include any miscellaneous fees currently billed to your loan. Any such fees due are reflected on your Loan Billing Statement. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater, and you may owe the amount of any other payments and late charges which may fall due after the date of this letter. For further information, or for an updated figure, write to us or call us at 1-866-926-8937.

SP255